



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC; RP; AAT

Introduction

This is the Tenant's application for compensation for damage or loss under the Act, Regulation or tenancy agreement; an Order that the Landlord make repairs to the rental unit; and an Order that the Landlord allow access to or from the rental unit for the Tenant or the Tenant's guests.

The parties and the Landlord's witness gave affirmed testimony at the Hearing.

It was determined that the Notice of Hearing documents and copies of the Tenant's documentary evidence were provided to the Landlord's agent "Simon" at the Landlord's rental property on December 29, 2012 at 11:45 a.m.

The Landlord did not provide any documentary evidence to the Residential Tenancy Branch or to the Tenant.

Preliminary Matters

At the outset of the Hearing, the Tenant withdrew his application for an Order that the Landlord make repairs to the rental unit because the required repairs have been done.

It was determined that the Respondent DZ is no longer in the employ of the Landlord and therefore, the Tenant's application against DZ is dismissed.

The Hearing continued against the Landlord AH only.

Issues to be Decided

- Is the Tenant entitled to compensation for loss of peaceful enjoyment of the rental unit?
- Should the Landlord be ordered to allow access to the rental unit for the Tenant's guests?

Background and Evidence

This tenancy began on October 1, 2012. The rental unit is a furnished 10 x 8 foot room

in a hotel. The Tenant shares a washroom with other occupants. Monthly rent is \$425.00, due on the last day of each month. The Tenant paid a security deposit in the amount of \$212.50 on September 24, 2012.

The parties attended a previous Dispute Resolution Hearing on December 5, 2012. The Landlord's agent DZ (as he then was) represented the Landlord at that Hearing. The Tenant had applied to cancel a Notice to End Tenancy for Cause; for compensation for loss of peaceful enjoyment in the amount of \$5,000.00; and for an Order that the Landlord provide access to the rental unit for the Tenant's guests. A Decision was rendered on December 10, 2012, a copy of which was provided in evidence. The Tenant's application to cancel the Notice to End Tenancy was granted. The Tenant's request for monetary compensation was dismissed without leave to reapply. The Landlord was cautioned with respect to the provisions of Section 30 of the Act: that a landlord must not unreasonably restrict access to the residential property by a tenant or his guests.

The Tenant testified that, contrary to the caution given to the Landlord at the former Hearing, the building manager required the Tenant's guests to sign in, using their full names, prior to being allowed to visit the Tenant. He stated that his pharmacist was also denied access to the rental unit in order to deliver the Tenant's medication.

The Landlord's agent stated it was important that the Landlord know how many people are in the hotel for safety reasons, in case there is a fire or earthquake. He stated that the police had insisted that guests identify themselves before visiting occupants because the hotel is located in an area where there is high crime. He stated that the police have implemented this requirement in order to monitor activity. The Landlord's agent stated that if the pharmacist introduced himself to the caretaker and provided proof of identification (as a pharmacist), then the Landlord would have no issue with the pharmacist being given a key to access to the building for the purposes of delivering the Tenant's medication. The Landlord stated that the problem was that the deliveries were made very early in the morning and that the pharmacist was very heavy footed, waking other occupants in the building.

Analysis

Regarding the Tenant's application for an Order allowing access to his guests:

I find that requiring guests to sign in when they visit the hotel is a reasonable request for safety reasons. However, I do not accept the Landlord's position that the Tenant's guests must identify themselves by first and last name. It is not necessary for first responders to a building to know the names of the people, only the numbers of people to ensure that they are all rescued. I find that demanding to know the first and last

names of the Tenant's guests is unreasonable and contrary to Section 30(1) of the Act, which states:

30 (1) A landlord **must not unreasonably restrict** access to residential property by

- (a) the tenant of a rental unit that is part of the residential property, or
- (b) a person permitted on the residential property by that tenant.

I do not find that requiring individuals to sign in with their first name and restricting hours for deliveries unreasonably restricts the Tenant's right to have guests.

I find that the Tenant's guests are not required to provide their first and last names to the Landlord.

Based on the testimony of both parties with respect to providing access to the Tenant's pharmacist, and **given that the Landlord has consented, I find that upon the pharmacist introducing himself to the Landlord's agent, the Tenant is entitled to provide, at his own expense, a key to the pharmacist for the purposes of delivering medication to the Tenant. I Order that the pharmacist make such deliveries to the Tenant between the hours of 9:00 a.m. and 10:00 p.m.**

Regarding the Tenant's application for compensation for loss of peaceful enjoyment:

Section 67 of the Act provides that if damage or loss results from a party not complying with the Act, regulations or tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

To prove a loss and have the Landlord pay for the loss requires the Tenant to satisfy four different elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the Landlord in violation of the Act, regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the Tenant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The Tenant seeks compensation in the amount of \$1,000.00. The decision on the former Hearing was rendered on December 10, 2012, and the Tenant's application for compensation for the same issues was dismissed without leave to reapply. The Tenant filed his subsequent Application for Dispute Resolution on December 27, 2012. I find

that the Tenant provided insufficient evidence to warrant compensation in the amount of \$1,000.00. Only 17 days lapsed between the date of the former Decision and the date that the Tenant filed his Application for Dispute Resolution. The Tenant did not provide any evidence with respect to how many guests were denied access to the rental unit, or on what date. This part of the Tenant's application is **dismissed without leave to reapply**.

Conclusion

The Tenant withdrew his application for an Order that the Landlord make repairs to the rental unit.

I find that the Tenant's guests are not required to provide their first and last names to the Landlord.

Given that the Landlord has consented, I find that upon the pharmacist introducing himself to the Landlord's agent, the Tenant is entitled to provide, at his own expense, a key to the pharmacist for the purposes of delivering medication to the Tenant. I Order that the pharmacist make such deliveries to the Tenant between the hours of 9:00 a.m. and 10:00 p.m.

The Tenant's application for compensation for loss of peaceful enjoyment is dismissed **without leave to reapply**.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 08, 2013

Residential Tenancy Branch

